

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 1
(Amendment to change Contract provisions during contract term.)

30002899

Contract Number 4400000192

This is an amendment to Multnomah County's Contract referenced above effective November 1, 2012 between Multnomah County, Oregon, hereinafter referred to as County, and City of Portland, hereinafter referred to as Contractor.


The parties agree:

1. The following changes are made to Contract No. 4400000192:
\$10,000 in funding is added in County General Funding (CGF) for Flexible client Assistance for Veterans.
2. The maximum payment under this contract is \$86,875.
3. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

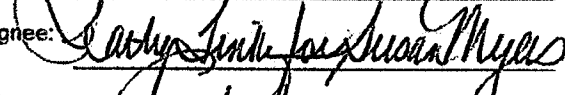
CITY OF PORTLAND:

County Chair or Designee: JEFF COGEN /gcj

Signature: 

Date: 12/13/2012

Print Name: Traci Manning

Dept Director or Designee: 

Title: Director

Date: 12/13/12

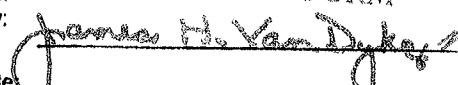
Date: 12/26/12

REVIEWED:

JENNY M. MORF
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney N/A

Date: _____

Approved as to form by: APPROVED AS TO FORM

Date: CITY ATTORNEY 12/27/12

LaVonne Griffin-Valade, City Auditor Date

185677

ORDINANCE No.

* Authorize Intergovernmental Agreement between Multnomah County Department of County Human Services and the Portland Housing Bureau in support of outreach and permanent housing placement activities for people experiencing homelessness in East County. (Ordinance)

The City of Portland ordains:

SECTION 1. The Council finds:

1. The Multnomah County Department of County Human Services (County) has initiated an intergovernmental agreement (IGA) with the City of Portland Housing Bureau (City) to provide \$76,875 in County general funds for flexible outreach and housing placement to people experiencing homelessness in incorporated and unincorporated areas of Multnomah County east of the Portland city limits (East County).
2. The above stated services meet the goals and objectives of the City.
3. The City intends to subcontract all work and funds associated with the IGA by amending existing FY 2012-13 City Contract No. 32000781 between the City and JOIN. The County has authorized the City to do so.

NOW, THEREFORE, the Council directs:

- a. The Bureau Director and the City Auditor are authorized to execute the Intergovernmental Agreement between the City and the County, attached as Exhibit A.
- b. The Mayor is hereby authorized to accept on behalf of the City payments of up to \$76,875 from the County as specified in the IGA.
- e. The Portland Housing Bureau is authorized to perform all administrative matters in relation to the IGA, requests for reimbursement from the County, and to submit required reporting on the Mayor's behalf.

SECTION 2. The Council declares that an emergency exists because a delay would unnecessarily delay the City's ability to perform the activities authorized by the IGA; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council:

OCT 17 2012

Commissioner Nick Fish
Prepared by: Ryan Deibert
October 17, 2012

LAYONNE GRIFFIN-VALADE
Auditor of the City of Portland

By:


Deputy

INTERGOVERNMENTAL AGREEMENT -- 30002899
Contract Number 4400000192

This is an Agreement between City of Portland, Portland Housing Bureau (City) and Multnomah County, Department of County Human Services (County).

PURPOSE:

The purpose of this agreement is to provide funds to the City of Portland, Portland Housing Bureau (City) for flexible outreach and housing placement to people experiencing homelessness in incorporated and unincorporated areas of Multnomah County east of the Portland city limits (East County).

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from August 1, 2012 to June 30, 2013.
2. **RESPONSIBILITIES OF CITY.** The City agrees to:
 - a. Provide flexible rent assistance funds, supportive services and client assistance to East County homeless population.
 - b. Use current staff to partner with law enforcement personnel in East County to identify individuals requiring assistance.
 - c. Track number of homeless individuals placed, and housing retention outcomes for placed households.
 - d. Provide year-end report on outcomes achieved.
 - e. Collect data in ServicePoint HMIS data system.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to:
 - a. Provide \$76,875 of one-time lump sum funding for rent assistance and client assistance.
 - b. Report back to the County Board of Commissioners.
4. **TERMINATION.** This agreement may be terminated by either party upon 60 day's written notice.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **AMENDMENTS.** This Agreement may be changed by written mutual consent of the parties.

MULTNOMAH COUNTY, OREGON:

CITY OF PORTLAND

Jeff Cogswell AT
County Chair or Designee

Signature: [Handwritten Signature]

Date: 9/12/12

Name: Traci Manning
Please Print

Approved: n/a
Department Director or Designee

Title: Director

Date: n/a

Date: 9/25/12

JENNY M. MORF, ACTING COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED AS TO FORM

By: Patrick Henry 8/27/12
Assistant County Attorney Date
electronic approve

By: Jane H. Van Dyke 9/27/12
CITY ATTORNEY Date

[Handwritten Signature] 10/18/12
LaVonne Griffin-Valade Date
City Auditor